

Rev. 9/91

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA

U.S. DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
FILED  
MAY 19 2003  
ROBERT H. SHAW  
BY max CLERK  
DEPUTY

Sue'Ann Easterling  
Plaintiff

CV03 - 0985 - A

versus

Civil Action No. JUDGE DRELL

Concordia Parish School Board  
Defendant

MAGISTRATE JUDGE KIRK  
Judge Mag. Judge

COMPLAINT  
UNDER SECTION 706(f) OF CIVIL RIGHTS ACT OF 1964

A. Describe in your own words the employment practices about which you are complaining, identifying the persons, firms, companies, unions, agencies or bodies you say have engaged in such practices. Attach an additional sheet, if necessary.

Concordia Parish School Board, Superintendent, Dr. Lester Peterman,  
Principal, Rick Brown, and Superintendent Designee, Fred Butcher,  
all wrote letters stating they felt they hired the most qualified  
person, Damus Smith. These three people along with the School Brd  
ignored State Certification Guidelines by hiring an uncertified  
male applicant over a qualified, certified female applicant. (See  
EEOC Determination)

B. Have you filed with the Equal Employment Opportunity Commission (EEOC) a Charge relating to such practices?

X Yes        No

C. Have you received from the EEOC a letter notifying you of your "right-to-sue" respecting such charges? X Yes        No

If "yes", attach a copy of such letter and notice, and state when you received same. Date received: March 08, 2003

①

D. Have you received from the EEOC a copy of its Determination with regard to your charges?   x   Yes        No

If "yes" attach a copy of such determination. Also, if you disagree with any of the EEOC's findings or conclusions, state why:

I do not disagree with EEOC's findings at this time.

\_\_\_\_\_

\_\_\_\_\_

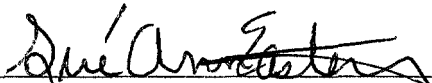
\_\_\_\_\_

E. Give any other information you desire to disclose which supports your claim of discriminatory employment practices.

Since my filing an EEOC complaint, I was told by Parish Officials  
I would not receive priority consideration and therefore have been  
continously denied consideration for other positions applied for  
within the School System. I have been relocated from my original  
(see attached sheet for continuation).

F. Under penalty of perjury, I declare that the information given in this complaint is true and correct.

Date: May 9, 2003

  
Signature

P. O. Box 115  
Street Address or P. O. Box

Vidalia, Louisiana 71373  
City, State, Zip Code  
318 481-1521  
318 / 336-3342  
Area Code / Telephone Number

WITNESSES:


Sue'Ann Easterling  
(Continuation of #E)

homebased school (Special Education/Populations Center) and required to perform extra duties at another school site. I am systematically excluded from office activities, such as staffings, office parties, etc. This treatment is an example of the continual pressure and misuse of authority which seem designed to make me resign my position.

P.S. I request to be heard  
by jury. SAE

U.S. Department of Justice



Civil Rights Division

Employment Litigation Section  
P O Box 65968  
Washington, DC 20035-5968  
[www.usdoj.gov/crt/emp/emphome.html](http://www.usdoj.gov/crt/emp/emphome.html)

NOTICE OF RIGHT TO SUE WITHIN 90 DAYS

RFB:WBF:mdw,  
DJ 170-33-102

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Sue Ann Easterling  
Post Office Box 115  
Vidalia, LA 71373

REC 26 2003

Re: Sue Ann Easterling v. Concordia Parish  
School Board, EEOC No. 270-A2-00217

Dear Ms. Easterling:

It has been determined that the Department of Justice will not file suit on the above-referenced charge of discrimination that was referred to us by the Equal Employment Opportunity Commission (EEOC). This should not be taken to mean that the Department of Justice has made a judgment as to whether or not your charge is meritorious.

You are hereby notified that conciliation in this matter was unsuccessful by the EEOC. You are further notified that you have the right to institute a civil action under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, et seq., against the above-named respondent. If you choose to commence a civil action, such suit must be filed in the appropriate court within 90 days of your receipt of this Notice.

Therefore, you should consult an attorney of your own choosing at your earliest convenience. If you are unable to locate an attorney, you may wish to contact the EEOC, or apply to the appropriate court, since that court may appoint an attorney in appropriate circumstances under Section 706(f)(1) of Title VII, 42 U.S.C. 2000e-5(f)(1).

We are returning the files in this matter to EEOC's New Orleans District Office. If you or your attorney have any questions concerning this matter or wish to inspect the investigative file, please feel free to address your inquiry to: Patricia T. Bivins, District Director, EEOC, 701 Loyola Avenue, Suite 600, New Orleans, LA 70113-9936.

Sincerely,

Ralph F. Boyd, Jr.  
Assistant Attorney General  
Civil Rights Division

By:

A handwritten signature in dark ink, appearing to read "William B. Fenton", is written over the typed name.

William B. Fenton  
Deputy Chief  
Employment Litigation Section

cc: Jon K. Guice, Esq.  
Concordia Parish School Board

Virginia W. Brown, Esq.



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**New Orleans District Office**

*Celebrating 35 Years of Service*

701 Loyola Avenue, Suite 600  
New Orleans, LA 70113-9936  
(504) 589-2329  
TTY (504) 589-2958  
FAX (504) 589-6861  
Website [www.eeoc.gov](http://www.eeoc.gov)

FNO-INF T2

Charge Number: 270-A2-00217

Sue Ann Easterling  
P. O. Box 115  
Vidalia, LA 71373

Charging Party

and

Concordia Parish School Board  
P. O. Box 950  
Vidalia, LA 71373-0950

Respondent

**DETERMINATION**

Under the authority vested in me by the Commission's Procedural Regulations, I issue on behalf of the Commission, the following determination on the merits of the subject charge filed under Title VII of the Civil Rights Act of 1964, as amended (Title VII).

Charging Party alleges she was denied a transfer to the position of Head Coach of girls' basketball because of her gender, female, in violation of Title VII.

Examination of the evidence establishes that two females and a male teacher requested to fill the position of girls Head Basketball Coach at Vidalia High School. Respondent stated they selected the most experienced and qualified person.

Records show the male teacher has a BS in Business Management and he has coaching experience. The male was employed as a Business Teacher in September 2000. Prior to September 2000 he was a Vocational Teacher's Aide/Assistant Coach. He has a temporary teaching certification which allows him to teach until he becomes fully certified. Charging Party has a BS degree in Physical Education, a minor in secondary education, has coaching experience and is a certified teacher.

According to Bulletin 746-Louisiana Standards for State Certification of School Personnel, "No person who lacks this certificate shall be legally eligible for teaching, administrative, supervisory, or other professional services in the public schools of this state." State policies regarding the employment school personnel are designed to first reach those who are certified. Respondent was required to present an affidavit stating that the position could not be filled by a certified teacher. Charging Party is certified and qualified for the Head Coach position.

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Charge Number 270-A2-00217  
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Respondent has four male Head Coaches and no female Head Coaches. Further analysis of the evidence shows females as a class were denied transfer to the position of Head Coach. The second female applicant was qualified as was Charging Party. The second female is a certified teacher and has eight years of coaching experience at Vidalia Junior High.

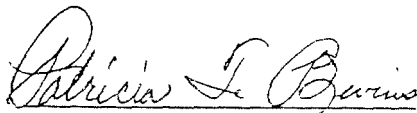
Upon finding that there is reason to believe that a violation has occurred, the Commission attempts to eliminate the alleged unlawful employment practice by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. The confidentiality provisions of Section 706 and 709 of Title VII and the Commission Regulations apply to information obtained during the conciliation.

A proposed Conciliation Agreement which contains those provisions which, under the Commission's rules, regulations and guidelines, would provide relief to the affected party is attached. If the Respondent declines to discuss settlement or when, for any other reasons, a settlement acceptable to the Office Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to the aggrieved person and the Commission. Failure to contact the Commission within ten (10) business days of receipt of this proposed Conciliation Agreement will indicate an unwillingness to engage in conciliation.

This determination does not conclude the processing of this charge. The Commission will begin Conciliation efforts, based on the enclosed proposed Conciliation Agreement, to resolve all matters where there is reason to believe that violations have occurred. You are reminded that Federal law prohibits retaliation against persons who have exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

On Behalf of the Commission

7/3/02  
Date

  
Patricia T. Bivins  
District Director

Enclosures: Copy of the Charge  
Proposed Conciliation Agreement  
Posting Notice

cc: Keith T. Hill, Regional Attorney

S:\Bealer\LOD7A200217ConcordiaPanshSchoolBoard



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**New Orleans District Office**

701 Loyola Avenue, Suite 600  
New Orleans, LA. 70113-9936  
(504) 589-2329  
TTY (504) 589-2958  
FAX (504) 589-6861

FNO-ENF T2

**PROPOSED CONCILIATION AGREEMENT**

In the Matter of:

**U. S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

Sue Ann Easterling  
P. O. Box 115  
Vidalia, LA 71373

Charge Number: 270-A2-00217

Charging Party

and

Concordia Parish School Board  
P. O. Box 950  
Vidalia, LA 71373-0950

Respondent

An investigation having been made under Title VII of the Civil Rights Act of 1964, as amended, by the U.S. Equal Employment Opportunity Commission (EEOC) and reasonable cause having been found, the parties do resolve and conciliate this matter as follows:

**GENERAL PROVISIONS**

1. The Charging Party agrees not to sue the Respondent with respect to any allegations contained in the above referenced charge. EEOC agrees not to use the above-referenced charge as the jurisdictional basis for filing a lawsuit against the Respondent. However, nothing in this Agreement shall be construed to preclude EEOC and/or any aggrieved individual(s) from bringing suit to enforce this Agreement in the event that the Respondent fails to perform the promises and representations contained herein. Neither does it preclude the Charging Party or the Commission from filing charges in the future.
2. EEOC reserves all rights to proceed with respect to matters like and related to these matters but not covered in this Agreement and to secure relief on behalf of aggrieved persons not covered by the terms of this Agreement.
3. The Respondent agrees that it shall comply with all requirements of Title VII.

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Charge Number 270-A2-00217  
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- 4 The Parties agree that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge; giving of testimony or assistance; or participation in any manner in any investigation, proceeding, or hearing under Title VII.
- 5 The Respondent agrees that EEOC may review compliance with this Agreement. As a part of such review, EEOC may require written reports regarding compliance, may inspect the Respondent's premises at reasonable times, interview employees, and examine and copy relevant documents.
6. This Agreement shall remain in full force and effect for three years subsequent to the date of its execution.

## EMPLOYMENT POLICIES AND PRACTICES

### GENERAL PROVISION

Respondent agrees not to discriminate on the basis of race and retaliation in all phases of employment including recruitment, hiring, job assignment, promotion, training, and other terms, conditions or privileges of employment.

### CHARGING PARTY - RELIEF

1. Respondent agrees to transfer Charging Party to the position of girls' Head Basketball Coach with retroactive back pay from the date the Conciliation Agreement is signed back to September 15, 2001 plus interest minus legal deductions.
- 2 Respondent agrees to pay the Charging Party compensatory and punitive damages in an amount to be determined.
- 3 Respondent agrees to develop an Equal Employment Opportunity Policy and disseminate a copy to all employees requiring them to sign a stipulation that the policy has been read and understood.
4. Respondent agrees to expunge Charging Party's personnel file of any and all documents and entries relating to the facts and circumstances which led to the filing of the instant charge of discrimination and the related events which occurred thereafter.
5. Respondent agrees to provide letters of neutral reference to prospective employers of the Charging Party and will not refer to the matters arising under or relating to the instant charge.



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Charge Number 270-A2-00217  
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- 6 Respondent agrees to notify the Office Director of any proposed personnel action adversely affecting the Charging Party 10 days prior to the adverse action being taken.

#### AFFECTED CLASS

- 1 Respondent agrees to pay the affected class members compensatory and punitive damages in an amount to be determined.
2. Respondent agrees to expunge affected class members' personnel file of any and all documents and entries relating to the facts and circumstances which led to the filing of the instant charge of discrimination and the related events which occurred thereafter.
3. Respondent agrees to provide letters of neutral reference to prospective employers of the affected class members, and will not refer to the matters arising under or relating to the instant charge.
4. Respondent agrees to take appropriate disciplinary action against the individuals responsible for the discriminatory acts. The Respondent will submit documented evidence of the disciplinary act to the District Director within 30 days of the effective date of this Agreement.

#### NOTICE REQUIREMENT

Respondent agrees to sign and conspicuously post the Notice to Employees found as Attachment A. Respondent will post copies of the Notice on all employee bulletin boards for a period of three years from the date of execution of this Agreement.

#### REPORTING REQUIREMENTS

Respondent agrees to provide a report within ten (10) days from the effective date of this Agreement to the New Orleans District Office of the U.S. Equal Employment Opportunity Commission (EEOC) describing the following:

1. a copy of non-retaliation policy and evidence of Title VII training;
2. evidence that Title VII training was provided to all employees;
3. copies of the specific items expunged from the Charging Party's records and a copy of the Charging Party's personnel record after having been expunged.
4. copies of checks payable to the Charging Party as proof of payment.